

6/30/94

AGREEMENT
BETWEEN THE
VILLAGE OF CARO
and
MICHIGAN ASSOCIATION OF POLICE

Caro, Village of

Exp. June 30, 1994

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

NATIONAL STATE GOVERNMENTS
RELATIONS COLLECTION
LABOR AND INDUSTRIAL

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ARTICLE I
AGREEMENT

- 1.1 This Agreement is made and entered into between the VILLAGE OF CARO, MICHIGAN, hereinafter referred to as the "EMPLOYER" or the "VILLAGE," and the MICHIGAN ASSOCIATION OF POLICE (MAP), hereinafter referred to as the "UNION" or the "ASSOCIATION."
- 1.2 The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interests of the Employer, the employees, and the Union.
- 1.3 The parties recognize that the interests of the community and the job security of the employees depend upon the Employer's success in providing proper services to the community. To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between their respective representatives and among all employees.

ARTICLE II
RECOGNITION

- 2.1 In accordance with the provisions of the Public Employment Relations Act, Act 336 of the Public Acts of 1947 as amended, the Village hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining, with respect to wages, hours, and other terms and conditions of employment, of all employees of the Village of Caro Police Department in the bargaining unit described as follows: All regular full-time police officers employed by the Village of Caro, excluding all part-time, supervisory, executive and temporary employees.

- 2.2 While the Union represents probationary employees, the parties mutually agree that any probationary employee may be discharged or disciplined without recourse to the grievance procedure.
- 2.3 New officers shall be considered probationary until they have worked at least 1 year.

ARTICLE III
UNION RIGHTS AND RESPONSIBILITIES

- 3.1 The members of the bargaining unit shall be represented by a steward and/or alternate whose names shall be forwarded in writing to the Village by the Union who, also, shall notify the Village in writing of any change of steward.
- 3.2 The steward shall be permitted to confer with the Employer for the purposes of collective bargaining negotiations and the presentation of grievances in accordance with the grievance procedure contained in this Agreement during scheduled working hours without loss of time or pay.
- 3.3 Authorized representatives of the Union shall be permitted to visit the premises of the Employer and confer with members of the bargaining unit during working hours concerning matters covered by this Agreement, providing the Chief of Police is notified and such discussion does not interfere with the proper performance of the members' duties or with the operation of the police department.
- 3.4 Special conferences on important matters will be arranged between the Union and the Village Manager or their designated representatives, upon the written request of either party. Arrangements for such special conference shall be made in advance and an agenda of the matters to be

discussed at the conference shall be presented at the time the conference is requested.

- 3.5 The Union and each member of the bargaining unit, agree that there shall be no strikes, stoppage of work, slowdowns or other interference with the operations of the Employer. In the event of such interruption or curtailment, after written notice from the Village, the Union shall immediately instruct the involved employees that their conduct is in violation of this Agreement, and that they may be disciplined up to and including discharge for dereliction of duty; and, the Union shall instruct all persons to immediately cease such conduct.
- 3.6 The Employer agrees that there will be no lockout of employees at any time.

ARTICLE IV

MANAGEMENT RIGHTS AND RESPONSIBILITIES

- 4.1 The Union recognizes the prerogatives of the Village to operate and manage its affairs in all respects in accordance with its responsibilities and powers consistent with its Charter.
- 4.2 The Village has the right to determine hours of work, work schedules, and overtime work in a manner most advantageous to the Village. The Village has the right to determine the methods and processes by which such work is performed, and to solely determine if such work is to be performed. The Village has the right to layoff personnel and to contract or subcontract all or part of the work in order to reduce operating costs or due to a lack of work or funds.
- 4.3 The Village has the right to promulgate reasonable rules and

regulations affecting the employees covered by this Agreement

- 4.4 The Village shall retain as management rights any and all powers regarding wages, hours and other terms and conditions of employment not restricted by the express terms of this Agreement.
- 4.5 The Village has the right to hire, select, and direct the work force and to assign, promote, and transfer employees. The Village has the right to determine the duties and work assignments of employees and to discipline and discharge for just cause employees covered by this Agreement.

ARTICLE V
UNION SECURITY

- 5.1 Employees who are members of the recognized bargaining unit who are not members of the Union may join the Union by initiating their Union application form and Dues Deduction Authorization Form.
- 5.2 The Village agrees to deduct from the wages of an employee, who is a member of the Union, all Union membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the Village provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement.
- 5.3 Any employee of the Village covered by this Agreement, who is not a member of the Union and who does not make application for membership within thirty (30) days from the effective date of this Agreement or from the date he/she

first becomes a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Union a Service Fee as a contribution towards the administration of this Agreement, in an amount equal to the regular membership dues of the Union. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notice to the Village from the Union unless otherwise notified by the Union in writing within said thirty (30) days and provided that the Union shall release the Village from fulfilling the obligation to discharge if during such 30-day period the employee pays the membership dues or service fee in accordance with this Agreement.

- 5.4 The Village agrees to deduct from the wages of an employee covered by this Agreement, who is not a member of the Union, all Union service fees uniformly required as provided in a written authorization in accordance with the standard form used by the Village, provided that said form shall be executed by the employee. The written authorization for Union service fee deduction shall remain in full force during the period of this Agreement.
- 5.5 All Union membership dues and service fees will be authorized, levied and certified in accordance with the By-laws of the Union. Each employee and the Union hereby authorize the Village to rely upon and to honor certification by the Michigan Association of Police or its agent regarding the specific dollar amounts to be deducted and the legality of the adopting action specifying such amounts of union dues and service fees, which dues and service fees shall be sent to the Michigan Association of Police, 24300 Southfield Road, Suite 100, Southfield, MI 48075. The amounts of dues and service fees deducted shall be expressed in terms of specific dollars and cents to be

deducted from the first pay of each month provided the employee receives pay on a given pay date. The amounts to be deducted shall not be changed by the Union more often than once per year.

- 5.6 The Union agrees to save and hold harmless the Village from damages or other financial loss which the Village may be required to pay or suffer as a consequence of enforcing the above provision.

ARTICLE VI
GRIEVANCE PROCEDURE

6.1 A grievance is an alleged violation of a specific provision of this Agreement.

6.2 All grievances shall be processed strictly in accordance with the following steps:

- A. Step 1 - Oral. An employee who believes that he/she is aggrieved shall discuss the matter with the employee's immediate supervisor with or without the presence of a steward. The parties shall discuss the matter and shall make every effort to reach a mutually satisfactory settlement.
- B. Step 2 - Written. If the matter is not satisfactorily settled by oral discussion at Step 1, the aggrieved employee(s) shall refer the matter to the steward who may submit a written grievance to the Chief of Police. Such written grievance must:
1. be signed by the employee(s) involved and by the steward;
 2. be dated and submitted within ten (10) working days of the incident or occurrence giving rise to the

- grievance, or ten (10) working days from the time the employee could have become aware of the incident;
3. contain a complete statement of the facts giving rise to the grievance;
 4. identify the specific provisions of this Agreement that are alleged to have been violated; and
 5. specify the remedy desired by the Union.

Upon receipt of the written grievance, the Chief of Police, or his/her designee shall sign and date the grievance indicating he/she has received it and may meet with the steward and the aggrieved employee within five (5) working days to discuss the grievance. Within ten (10) working days of receipt of the grievance, the Chief of Police, or his/her designee, shall submit his/her written response to the grievance to the steward.

- C. Step 3 - Conference with Village Manager.
- If the grievance is not satisfactorily resolved at step 2, the Michigan Association of Police (MAP), or its designee, may request a conference with the Village Manager to try and resolve the grievance at the third step.

Within ten (10) working days of the request for the third step conference, the Village Manager shall schedule a meeting with the local president or his designee and a representative from MAP to discuss the grievance.

In the case of a grievance involving discipline, the grievant may be present at the request of the union. In all other grievances, the grievant shall not be present except by mutual agreement.

The Village Manager shall answer the grievance in writing within five (5) working days of the meeting.

- D. Step 4 - Arbitration. If the grievance is not satisfactorily resolved at Step 3, the Michigan Association of Police (MAP), or its designee, may submit it to arbitration by giving written notice of intent to arbitrate to the Village Manager within twenty (20) working days of the date of the written response to the grievance by the Village Manager at Step 3.

The Union or its designee, and the Village Manager, or its designee, shall meet to discuss the grievance and the facts relative to the grievance. Each party should fully disclose at this meeting all facts and evidence it intends to present to the arbitrator. If the matter remains unresolved after such full disclosure, the parties shall also attempt to mutually select an arbitrator. If they are unable to agree upon an impartial arbitrator within seven (7) working days of completion of this meeting, the Union may submit the grievance to the Federal Mediation and Conciliation Service, which shall select an arbitrator in accordance with its rules. The arbitrator selected shall conduct a hearing and render a decision in accordance with the rules of the Federal Mediation and Conciliation Service and subject to the restrictions and provisions of this Agreement. The arbitrator shall limit his/her decision to the strict interpretation, application or enforcement of the specific provisions of this Agreement and shall be without power or authority to make any decision:

1. contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement;

2. limiting or interfering with, in any way, the powers and duties of the Village of Caro under its Charter or applicable law;
3. changing, altering, or modifying any practice, policy, or rule presently or in the future established by the Village so long as such practice, policy or rule does not conflict with the express terms of this Agreement;
4. establishing or changing wage scales or rates or economic benefits; or
5. granting any right or relief for any period of time whatsoever prior to the effective date of this Agreement or subsequent to its date of termination.

The Village in no event shall be required to pay back wages for more than ten (10) working days prior to the date a written grievance is filed. In the case of a pay shortage of which the employee could not have been aware before receiving his/her pay, an adjustment may be retroactive to the beginning of the pay period covered by such pay, if the employee files his/her grievance within ten (10) working days after receipt of such pay. All claims for back wages shall be limited to the amount of straight time wages that the employee otherwise would have earned less any compensation he/she may have earned from personal services from any source during the period in question or from unemployment compensation benefits. The decision of the arbitrator in any case shall not require a retroactive wage adjustment in any other case.

In the event a case is appealed to the arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.

The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay any expenses of witnesses who are called by them. Pay for lost time for any employees in the bargaining unit shall not apply to their participation in arbitration cases provided that the Village shall release employees from work, without pay, to participate in arbitration cases provided that at least forty-eight (48) hours notice is given provided such release does not adversely affect the operations of the Village.

The decision of the arbitrator shall be final and binding on the Union, on all bargaining unit employees, and on the Village; and, there shall be no appeal from the decision of the arbitrator if made in accordance with the jurisdiction and authority under this Agreement.

- 6.3 The parties may, by written mutual agreement, waive time limits or grievance steps in any instance. Grievances not appealed in writing to the next step within the prescribed time limits shall be considered settled on the basis of the Employer's last decision.
- 6.4 Grievances not answered at any step by the Employer within the prescribed time limits may be advanced to the next step of the grievance procedure.

ARTICLE VII
EXTENT OF AGREEMENT

- 7.1 The parties agree that this Agreement constitutes the entire agreement between them relative to wages, hours and other terms and conditions of employment. The Union and the Village for the life of this Agreement unqualifiedly waive the right to further collective bargaining with respect to

any subject or matter referred to or covered in this Agreement, or a subject matter not referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

- 7.2 The parties may by written mutual agreement amend, modify or add to this Agreement.

ARTICLE VIII

SEPARABILITY AND SAVINGS CLAUSE

- 8.1 If any article or section of this Agreement, or any riders thereto, should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such article or section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- 8.2 In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union or the Employer for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

ARTICLE IX
CLOTHING ALLOWANCE

9.1 Uniforms and equipment shall continue to be provided to each full time officer by the Village and maintained by the Village.

ARTICLE X
PENSIONS

10.1 Regular, full-time employees shall continue to be eligible to participate in the Retirement Plan provided by the Village as described in the Plan documents and agreements between the Village and the Principal Financial Group. Highlights of the Plan are described in the booklet entitled "Retirement Plan for Employees of Village of Caro" which is dated 02/92.

10.2 The above-cited Retirement Plan is a defined benefit retirement plan with voluntary employee participation and includes disability and survivors benefits. Participating employees contribute 3% of their total pay to the plan.

ARTICLE XI
SICK LEAVE

11.1 Regular full-time employees will be credited with eight (8) hours of sick leave for each complete month of service. Paid, excused sick leave absences of less than fourteen (14) calendar days and other paid, excused absences shall be considered as service time for this purpose. Further sick leave will not be credited if the service month is incomplete due to other absences from work.

11.2 Sick leave may be used only when the employee is unable to work due to his or her injury or illness and only when the

employee is not eligible to receive Worker's Compensation insurance benefits. An employee may use up to three (3) sick days per fiscal year to attend to his/her ill or injured spouse or child. An employee may be required to furnish medical certification verifying he or she is unable to work, if the sick leave is for more than two (2) consecutive days or if the employee's pattern of sick leave usage suggests possible abuse of sick leave.

- 11.3 Probationary employees will be credited with sick leave in accordance with this Article but may not use sick leave until they have completed the probationary period.
- 11.4 In order to use sick leave an employee must notify the supervisor prior to, or within one-half hour of, the time of the beginning of the employee's shift, unless the Chief of Police excuses the employee from this requirement due to emergency or extenuating circumstances.
- 11.5 Sick leave may not be used prior to its being credited to the employee's sick bank. Sick or injured employees, unable to work, who have exhausted their sick leave, may utilize unused vacation credit upon written request.
- 11.6 Sick time accumulated over ninety (90) days shall be paid once a year, in November, for all days over ninety for fifty percent (50%) of his excess sick days at his/her current rate of pay.

When employment ceases, other than by retirement, and under honorable conditions, the employee shall be paid for fifty percent (50%) of his/her credited unused sick days, not to exceed ninety (90) days at his/her current rate of pay.

Employees who are eligible for a regular retirement, and who

have at least ten (10) years of service with the Village of Caro shall be paid, upon retirement, for all accumulated, unused sick days, up to ninety (90) days, at the employee's current rate of pay.

11.7 Employees unable to work due to injury or illness who have exhausted all sick leave and other time off benefits may request an unpaid leave of absence up to sixty (60) days in duration which may or may not be granted at the sole discretion of the Village Manager. Employment with the Village shall be considered as terminated for employees who are still unable to work at the conclusion of such a leave of absence. An employee may request an extension of time from the Village Council, upon presentation of medical documentation that necessitates additional time off.

11.8 Employees shall be allowed two personal days per year, charged to sick leave.

ARTICLE XII

DUTY DISABILITY BENEFITS

12.1 Employees who are disabled due to duty-caused injuries or illness, and who are receiving Worker's Compensation insurance benefits shall continue to receive all insurance benefits provided by this Agreement to active employees for a period of six (6) months.

ARTICLE XIII

HOLIDAYS

13.1 Regular full-time employees shall receive the following paid holidays:

New Year's Day

Memorial Day

July 4th

Labor Day

Thanksgiving Day
Christmas Eve Day
New Year's Eve Day

Day After Thanksgiving
Christmas Day

13.2 Holidays will be observed on the legally established day.

13.3 If an employee's normal schedule calls for him/her to work on a holiday but he or she is excused from working on the holiday, the employee shall receive the regular eight (8) hours of straight time pay for the holiday.

13.4 If an employee's normal schedule calls for him or her to work on a holiday and he/she does work on the holiday, the employee shall receive the eight (8) hours pay for the holiday as in 13.3 above, plus a premium of the employee's regular straight time hourly rate of pay for each hour worked on the holiday. At the request of the employee, and with the permission of the Chief of Police, such premium may be paid in compensatory time in lieu of cash.

13.5 If an employee's normal schedule calls for him or her to be off work on a holiday and the employee does not work on the holiday, the employee shall receive eight (8) hours of compensatory time.

13.6 If an employee's normal schedule calls for him or her to be off work on a holiday but the employee is required to work on the holiday, the employee shall receive eight (8) hours of compensatory time as in 13.5 above, plus a premium of time and one-half the employee's regular straight time hourly rate of pay for each hour worked on the holiday.

13.7 Compensatory time earned in accordance with this Article shall be governed by the provisions of Section 14.2.

ARTICLE XIV
OVERTIME AND CALL-IN

- 14.1 Overtime is defined as time actually worked in excess of an employee's normal scheduled workweek or in excess of eight (8) hours in one (1) day. Overtime shall be compensated either in pay at the rate of time and one-half the employee's basic, regular hourly rate or in compensatory time at time and one-half the overtime hours worked, at the option of the employee.
- 14.2 Compensatory time off may be used by an employee at times mutually agreed upon between the employee and the Employer. Compensatory time off must be used in the fiscal year in which it is earned or be converted to pay; provided, however, that with the permission of the Chief of Police, the employee may carryover up to twenty four (24) hours of compensatory time from one year to the next.
- 14.3 An employee who is called into work, including for the purpose of off-duty court appearances, shall be guaranteed a minimum of two (2) hours of work which may be paid at the rate of time and one-half if in accordance with Section 14.1 of this Article.
- 14.4 In the event that a police officer is ordered by the Chief of Police to stand by for the purpose of a court appearance, and does not actually appear in court that day, he/she shall be compensated at time and one-half for two (2) hours .

ARTICLE XV
SENIORITY, LAYOFFS AND RECALL

- 15.1 Seniority is hereby defined as the length of continuous service as a full-time police officer with the Village of

Caro.

15.2 An employee will lose his/her seniority for the following reasons only:

- A. He/she quits or retires.
- B. He/she is discharged, and the discharge is not reversed through the grievance procedure set forth in this Agreement.
- C. He/she is absent for three (3) or more consecutive working days without notifying the Employer. Exceptions may be made at the discretion of the Employer.
- D. He/she does not return from layoff as set forth in the recall procedure or from leave of absence or other authorized absence within three (3) working days of the date the leave or authorized absence has ended.
- E. He/she is laid off for a period exceeding two (2) years or a period of time equal to the employee's length of service, whichever is less.

15.3 Layoff means a reduction in the work force. Members of the bargaining unit shall be laid off, by classification, in inverse order of their seniority. Employees to be laid off shall be given written notice of the layoff at least seven (7) calendar days prior to the layoff.

15.4 The Village shall not utilize part-time employees to the extent that doing so causes the layoff of a member of the bargaining unit. A laid off member of the bargaining unit may, at his or her option, be listed on the roster of part-time officers of the Department in which event, he/she shall have preference in being offered work opportunities over other part-time officers.

- 15.5 Full time employees who are laid off and choose to accept part-time positions shall continue to receive his/her full time rate of pay.
- 15.6 Employees laid off shall be listed on a recall list in inverse order of their layoff for a period of two (2) years or a period of time equal to their seniority at the time of layoff, whichever is less. No new employees may be hired into classifications in the bargaining unit from which employees on the recall list were laid off.
- 15.7 When employees are to be recalled from layoff, they shall be recalled in order from the Recall List. Notice of recall shall be sent to the employee at his/her last known address by Registered or Certified Mail. If a recalled employee fails to report to work within ten (10) calendar days from the date of receipt of Notice of Recall, he/she shall be considered to have resigned. In proper cases, the Employer, at its discretion, may extend this ten (10) day limit.

ARTICLE XVI
FUNERAL LEAVE

- 16.1 Regular, full-time employees will be granted paid funeral leave of up to three (3) working days if needed in the event of a death in the employee's immediate family.
- 16.2 For purposes of this Article, immediate family is defined as the employee's mother, father, step-father, step-mother, step-child, sister, brother, child, spouse, mother in-law, father in-law, grandchild, grandparent, or other relative of the employee who was residing in the employee's household at the time of death.
- 16.3 Employees may be granted time off, up to four (4) hours, at

the discretion of the Chief of Police, in the event of other relatives' death, or that of a Village employee, or when an employee serves as pallbearer at a funeral.

ARTICLE XVII

TRAINING AND SEMINARS

- 17.1 When an employee attends a meeting or seminar, the employee will be compensated up to eight (8) hours of pay at the regular hourly rate. No overtime will be paid; however, any meals and mileage will be paid by the Village of Caro.
- 17.2 All training and seminars must be authorized by the Employer. Certificates of completion for seminars, when available, must be presented to the Employer before such payment will be made.

ARTICLE XVIII

MILEAGE

- 18.1 In the event an employee must use his/her own personal vehicle for a seminar, meeting or valid Village business, the employee will be compensated at twenty-five (\$.25) cents per mile. All compensation must be validated and approved by the Employer.

ARTICLE XIX

INSURANCE

19.1 Health Insurance

Full-time employees and their eligible dependents shall be covered by the Employer's health insurance, Blue Cross/Blue Shield MVF-1 with Master Medical Option 1, Comprehensive Preferred Dental Plan #5 (50-50-50-600), the Prescription Drug Rider with \$3.00 co-pay, and the Vision Care Program (VCA80).

- 19.2 Any full-time employee who is eligible for reasonably equivalent health insurance coverage elsewhere is not eligible for health insurance as part of the Village of Caro group, but will be given a monthly payment amounting to fifty percent (50%) of the premium that would have been paid on his/her behalf as part of the Village group.
- 19.3 Regular, full-time employees are covered by a \$20,000 group term life insurance policy with a \$20,000 accidental death and dismemberment provision. The Employer will pay the premium for this life insurance coverage.
- 19.4 The Employer reserves the right to provide the insurance called for in this Article either through self-insurance or through an insurance carrier selected by the Employer, so long as the insurance provided remains reasonably equivalent to the current coverage.

ARTICLE XX
BULLETIN BOARDS

- 20.1 It is agreed that the Union may share the use of the police department bulletin board for the posting of official Union notices.

ARTICLE XXI
MAINTENANCE OF BENEFITS

- 21.1 Other benefits and personnel provisions shall be in accordance with the Village of Caro Police Department Employees' Personnel Policies adopted by the Village Council, which are hereby incorporated into this Agreement by reference and made a part hereof.

ARTICLE XXII

VACATIONS

22.1 Regular, full-time employees with one or more full years of service shall be credited with vacation as follows, based on the number of completed full years of service:

<u>Years of Service</u>	<u>Amount of Annual Vacation</u>
1 year but less than 2 years	40 hours
2 years but less than 5 years	80 hours
5 years or more	120 hours

22.2 Vacations shall be scheduled by the Chief of Police at mutually agreeable times, considering both the wishes of the employees and the efficient and effective operation of the Department.

22.3 When a holiday falls within an employee's scheduled vacation period, the holiday will be paid and the day will not be charged against vacation leave. Sick leave adjacent to or within a vacation period will be paid as sick leave and not charged against vacation leave provided the employee submits a physician's certificate verifying the illness.

ARTICLE XXIII

WAGES

23.1 Regular, full-time police officers shall be paid the following rates of pay:

<u>Effective Date</u>	<u>Starting Pay</u>	<u>After 1 year</u>	<u>After 2 years</u>	<u>After 3 years</u>
July 1, 1991	\$10.00	\$11.00	\$12.20	\$13.47
July 1, 1992	10.40	11.44	12.69	14.01
July 1, 1993	10.82	11.90	13.20	14.57

23.2 At the discretion of the Village Manager, an employee may receive accelerated step increases based on prior job experience and qualifications.

ARTICLE XXIV - TERMINATION OF AGREEMENT

24.1 This Agreement shall be in full force and effect from _____, 1992, to and including June 30, 1994, and shall continue in full force and effect until a ten (10) day written notice of desire to cancel or terminate the Agreement is served by either party upon the other.

24.2 Either party may serve upon the other a notice, at least sixty (60) days prior to June 30, 1994, advising that such party desires to modify this Agreement.

24.3 Should either party to this Agreement serve such notice upon the other party, a joint conference of the Employer and the Union shall commence not later than forty-five (45) days before the expiration date or amendment date of this Agreement, unless otherwise mutually agreed to by the parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures below.

Dated this 3rd day of December, 1992

Village of Caro

Wesley W. Frederick

Wesley Frederick,
Village President

W. Donald Duggar

W. Donald Duggar,
Village Manager

Charles R. Spaulding

Charles R. Spaulding,
Village Clerk

Michigan Association of Police

Paul R. Strasz

Paul Strasz,
Union Steward

Kenneth L. Frederick

Kenneth Frederick,
Local President

Brian G. Fisher

Brian Fisher, Labor Relations
Specialist, MAP